

RECEIVED

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION

DBE Detailed Plan/SUBCONTRACT REQUEST  
DIVISION OF CONTRACT PROCUREMENT  
Approved & approved:  
AUG 0 1 2003  
8/1/03

03-0453

PROJECT CODE NO :  
DBE Firm/Subcontract # :

2

TO :

Rick Stansel  
Executive Director Division of Contract Procurement

FROM :

HINKLE CONTRACTING CORPORATION  
Prime Contractor

SUBJECT : STPS 5262 (45) FD52 033 0052

ESTILL

County

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

T.H.E. (Theresa Howard Excavating, Inc.) of Lancaster, KY

DBE Employer Identification Numbers: Federal 61-1356894 KY 167844

The amount to be subcontracted by this request is DBE \$218,292.40 or 17.30% Contract \$229,561.89 or 18.19% of the (original contract) or a subcontract amount of \$ 1,262,074.53

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

N. H. STONE, INC.

Contract "Worth"

Amount Contract %

\$38,800.29 3.07%

40,909.14

3.24%

Totals based on original contract Amounts

\$257,092.69

20.37%

\$270,471.03

21.43%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number CPP2289464

with

Grange Mutual Insurance

which expires on

May 9, 2004

Name of Insurance Company

Date

Signature

Prime Contractor's Signature

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**DBE Detailed Plan/SUBCONTRACT REQUEST**

TC 63-35 DBE  
Rev. 06/11/02

Page 3 of 3

Project Code Number (PCN): **03-0453** DBE Firm **T.H.E. (Theresa Howard Excavati**

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

**The Items to be subcontracted are as follows:**

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
<i>A041</i>	41	Standard Curb and Gutter	LF	1,650.0000	\$17.37	\$28,660.50	1,650.0000	\$16.50	\$27,225.00
<i>A042</i>	42	Standard Header Curb	LF	1,574.0000	\$20.00	\$31,480.00	1,574.0000	\$19.00	\$29,906.00
<i>A043</i>	43	Lip Curb and Gutter	LF	208.0000	\$18.95	\$3,941.60	208.0000	\$18.00	\$3,744.00
<i>A044</i>	44	Lip Header Curb	LF	119.0000	\$18.95	\$2,255.05	119.0000	\$18.00	\$2,142.00
<i>C001</i>	60	DI Ball and Socket (6")	LF	550.0000	\$68.42	\$37,631.00	550.0000	\$65.00	\$35,750.00
<i>C002</i>	61	PVC Pipe - 6 inch	LF	2,760.0000	\$17.84	\$49,238.40	2,760.0000	\$16.95	\$46,782.00
<i>C003</i>	62	Tapping Sleeve and Valve	EA	3.000000	\$2,210.53	\$6,631.59	3.000000	\$2,100.00	\$6,300.00
<i>C004</i>	63	Flush Hydrant	EA	5.000000	\$2,301.05	\$11,505.25	5.000000	\$2,186.00	\$10,930.00
<i>C005</i>	64	Reconnect Existing Service	EA	35.00	\$578.95	\$20,263.25	35.00	\$550.00	\$19,250.00
<i>C006</i>	65	Cut, Cap and Block	EA	2.00	\$631.58	\$1,263.16	2.00	\$600.00	\$1,200.00
<i>C007</i>	66	Gate Valve - 6 inch	EA	7.00	\$617.89	\$4,325.23	7.00	\$587.00	\$4,109.00
<i>C008</i>	67	Service Tubing - 1 inch	LF	1,000.00	\$6.32	\$6,320.00	1,000.00	\$6.00	\$6,000.00
<i>C010</i>	69	Crushed Stone Backfill	LF	2,760.00	\$4.67	\$12,889.20	2,760.00	\$4.44	\$12,254.40
<i>C011</i>	70	Bore and Jack - 12 inch	LF	50.00	\$157.89	\$7,894.50	50.00	\$150.00	\$7,500.00
<i>C012</i>	71	DI Plug	EA	2.00	\$631.58	\$1,263.16	2.00	\$600.00	\$1,200.00
<i>**E001</i>	**72	Demobilization (Partial)	LS	1.00	\$4,000.00	\$4,000.00	1.00	\$4,000.00	\$4,000.00

Comments:

Page Total **\$229,561.89**

**\$218,292.40**

## SUBCONTRACT

This AGREEMENT, made and entered into by and between *T.H.E. (Theresa Howard Excavating, Inc.)*, with principal office at 1030 Sutton Lane, Lancaster, Kentucky 40444-9505, hereinafter called "**Subcontractor**," and *Hinkle Contracting Corporation*, a Kentucky Corporation with principal office at 395 North Middletown Road, Paris, Kentucky 40361, hereinafter called "**Contractor**,"

### WITNESSETH:

That Subcontractor and Contractor, in consideration of the terms, covenants and conditions herein contained, hereby agree as follows:

SECTION 1: Subcontractor shall furnish all labor, equipment, materials and incidentals required to perform all work, as described in Section 2 hereof, on

**Grade and Drain @ Richmond-Irvine Road, KY 52  
Irvine, Estill County, Kentucky**

for (Contracting Agency or Owner): **Commonwealth of Kentucky  
Transportation Cabinet**

Hereinafter called **OWNER**, at **Richmond-Irvine Road, Ky 52  
Irvine, Estill County, Kentucky**

In accordance with all terms, covenants, and conditions of the General Contract, between Owner and Contractor, bearing **Project No. 03-0453**.

SECTION 2: Work to be performed by Subcontractor and the unit prices where applicable, to be paid by Contractor are:

DESCRIPTION		BID AMOUNT	UOM	TOTAL UNITS	TOTAL BID
41.0	Standard Curb and Gutter	\$16.50	LF	1,650	\$27,225.00
42.0	Standard Header Curb	\$19.00	LF	1,574	\$29,906.00
43.0	LIP Curb and Gutter	\$18.00	LF	208	\$3,744.00
44.0	LIP Header Curb	\$18.00	LF	119	\$2,142.00
60.0	DI Ball and Socket	\$65.00	LF	550	\$35,750.00
61.0	PVC Pipe - 6 inch	\$16.95	LF	2,760	\$46,782.00
62.0	Tapping Sleeve and Valve	\$2,100.00	EA	3	\$6,300.00
63.0	Flush Hydrant	\$2,186.00	EA	5	\$10,930.00
64.0	Reconnect Existing Service	\$550.00	EA	35	\$19,250.00
65.0	Cut Cap and Block	\$600.00	EA	2	\$1,200.00
66.0	Gate Valve - 6 inch	\$587.00	EA	7	\$4,109.00
67.0	Service Tubing - 1 inch	\$6.00	LF	1,000	\$6,000.00
69.0	Crushed Stone Backfill	\$4.44	LF	2,760	\$12,254.40
70.0	Bore and Jack - 12 inch	\$150.00	LF	50	\$7,500.00
71.0	DI Plug	\$600.00	EA	2	\$1,200.00
72.0	Demobilization (partial quantity)	\$4,000.00	LS	Partial	\$4,000.00
					\$0.00
					\$0.00
					\$0.00
TOTAL					\$218,292.40

Insurance Limits and Type Coverage Required: (See Section 14)

TYPE	LIMITS OF LIABILITY
Automobile & General Liability	\$1,000,000
Workmen's compensation	(Combined Single Limit)

Submittals Required: (Mail all submittals to Contractor)

DESCRIPTION	DUE
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As Required

SECTION 3: Subcontractor has informed itself as to the proposed progress schedule for the job, and shall keep thoroughly informed as to the progress of the job and changes, if any in the progress schedule. Subcontractor shall prosecute and complete the entire work covered by this subcontract and the several parts thereof in such manner, at such times, in such order, and in such places as Contractor reasonably directs. Time is of the essence in the performance on this subcontract.

SECTION 4: Contractor shall pay Subcontractor as follows in current funds, subject to additions and deductions for changes as may be agreed upon in writing signed by both parties; provided that no payments are to be made unless Subcontractor's rate of progress, work performed and material furnished are as herein agreed upon, and Subcontractor is not otherwise in default hereunder; and provided that no payment shall be considered as approval and acceptance of the work performed or materials furnished or any part thereof. Within ten (10) days after receipt of progress payment by Contractor from Owner, Contractor shall pay to Subcontractor the amount earned, less retainage, for work performed and materials furnished by Subcontractor, payment for which is included in said progress payment. Within twenty (20) days after final acceptance of the project by Owner and receipt of final payment by Contractor from Owner, Contractor shall pay to Subcontractor all remaining amounts earned including retainage. Unless otherwise specifically provided in this agreement, all sales and other taxes arising from Subcontractors performance of this subcontract are included within the price to be paid to Subcontractor.

SECTION 5: Subcontractor (SHALL) be required to pay for and furnish to Contractor a payment and performance bond during the life on this contract, in an amount of 100% of subcontract amount conditioned upon and covering the faithful performance of, and compliance with, all the terms, provisions, and conditions of the subcontract.

SECTION 6: "General Contract" as used in this subcontract means the contract between Contractor and Owner with respect to the work described in Sections 1 and 2 of the subcontract, together with all the provisions, general conditions, plans and drawings, specifications, addends and other contract documents which are made a part thereof or referred to therein. Copies of all the foregoing documents are on file at the office of Contractor and are available for inspection during its regular working hours.

SECTION 7: Subcontractor shall furnish all material and perform all work required by this subcontract strictly in accordance with the General Contract and to the satisfaction of Contractor and Owner.

SECTION 8: Insofar as the provisions of the General Contract do not conflict with specific provisions herein contained, the provisions of the General Contract and each of them are hereby incorporated into this subcontract as fully as if completely rewritten herein, except that all of said non-conflicting provisions are amended as follows: Whenever the Owner is referred to therein, the word "Contractor" shall be substituted thereof and wherever the "Contractor" is referred to therein the word "Subcontractor" shall be substituted therefor. Subcontractor shall not violate any term, covenant or condition of the General Contract.

SECTION 9: Upon request of Contractor, Subcontractor shall furnish to Contractor, from time to time, (1) sworn affidavits, in accordance with the form provided by Contractor, which shall state amounts due or to become due, for labor, materials, supplies, rentals on equipment and the like, used or to be used by Subcontractor on the job; amounts paid; and any other information clearly to indicate the financial condition of Subcontractor, insofar as the financial condition relates to performance under this subcontract; and (2) partial or final releases and waivers of lien from Subcontractor's materialmen, laborers or creditors. Regardless of the terms of payment provided for herein, Contractor, if it deems itself insecure, or deems that Subcontractor's financial condition has become unsound, shall have the right to take such steps as it may deem necessary to protect itself against claims including the right to control the application of funds otherwise payable to Subcontractor to satisfy obligations of Subcontractor for labor, materials, supplies, rentals on equipment, and the like, furnished or to be furnished by Subcontractor hereunder, and the right to direct Subcontractor to make immediate payment of unpaid bills to claimants upon written notice by Contractor.

SECTION 10: Monies received by Subcontractor for the performance of this subcontract shall be used primarily for labor, material, rentals on equipment, and the like, used or to be used by Subcontractor on this job, and said monies shall not be diverted to satisfy other obligations of Subcontractor.

SECTION 11: Subcontractor shall indemnify and save harmless Owner and Contractor against all costs or claims for transportation, freight and express, on personnel, materials and equipment to and from the job, and for all other incidental expenses in connection with his work, and shall prepay the transportation charges on all materials, etc., shipped.

SECTION 12: Subcontractor shall pay not less than the scale of wages prescribed in the General Contract, or not less than the scale prescribed by law in case the General Contract provides no such scale.

SECTION 13: The right is reserved by Contractor to require changes in, deviations from, additions to, and omissions from the work herein contracted, and the subcontract price shall be adjusted accordingly. Before proceeding with any change, deviation, addition or omission, Subcontractor will first obtain written authorization from the Contractor. Subcontractor shall have no dealings with Owner or Owner's authorized representatives in regard to changes, extras or omissions in connection with this work but must deal with Contractor unless otherwise authorized by Contractor.

SECTION 14: Subcontractor shall carry and pay for (1) Workmen's Compensation insurance; and (2) public liability insurance consisting of both bodily injury and property damage coverage and including contractual liability coverage naming Hinkle Contracting as Additional Insured and referencing this project. All of said policies shall be in a sum and with limits and in companies acceptable to Contractor. The limits required by Contractor shall not be in excess of limits carried by Contractor on similar policies. Subcontractor shall furnish Contractor with copies of certificates, showing names of the carriers, number of policies, expiration dates, and amounts. Subcontractor shall defend at its own cost and indemnify and hold harmless Contractor and Owner, their agents and employees, from any and all liability damages, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of this subcontract.

SECTION 15: Subcontractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Unemployment Insurance and Old Age Retirement Benefit, Pensions, or Annuities, now or hereafter imposed by the Government or the United States, and by the Government of any state or territory of the United States, which are measured by the wages, salaries, or other remunerations paid to persons employed by Subcontractor on work performed under the terms of this subcontract.

SECTION 16: Subcontractor shall route all equipment and materials to be used in the execution of the subcontract as may be designated by Contractor, providing the transportation costs are not increased by doing so. The carrier so designated shall be the agent of Subcontractor and not the agent of Contractor.

SECTION 17: Subcontractor shall not remove guards or safety appliances except on authority of Contractor, or Contractor's authorized representative, and shall replace such guards and appliances promptly. Failure to make such replacement will authorize Contractor to do such work and charge the costs thereof to Subcontractor.

SECTION 18: This subcontract constitutes the entire understanding of the parties and supersedes any prior proposals, understandings, correspondence and agreements.

SECTION 19: Subcontractor shall not assign nor subcontract this subcontract or any part thereof or any interest therein without first obtaining the written consent of Contractor. Nor shall Subcontractor assign or attempt to assign any funds accrued or to accrue under this subcontract without first obtaining the written consent of Contractor and no such assignment shall be binding on Contractor unless and until accepted in writing by Contractor.

SECTION 20: Subcontractor shall reimburse Contractor for any loss or damage, including, but not restricted to, any liquidated damages which may become due Owner under the General Contract, and extra expense paid or incurred by Contractor which is due to Subcontractor's failure to perform its obligations under this Subcontract. Subcontractor, however, shall not be held responsible for any delays caused by Contractor, Owner, or any other subcontractor. If Subcontractor fails or refuses to perform its obligations, Contractor shall have the right to make demand in writing to Subcontractor and its surety, if any, for the immediate correction of any default. If Subcontractor, or its surety, if any, fails to correct said default within three (3) days after demand in writing is mailed or delivered by hand to Subcontractor, Contractor may, at Contractor's option, take any steps Contractor deems advisable to prosecute the work to completion, and to this end, Contractor may take possession of and use such of Subcontractor's equipment and materials as are situated on or near the job site. In case Contractor deems the foregoing procedure necessary, all monies expended and all of the losses, damages and extra expenses incurred by Contractor in completing the work covered by this subcontract shall be deducted from the subcontract price herein stated and if such expenditures, together with said losses, damages, and extra expenses, exceeds the amount otherwise due to Subcontractor hereunder, said expenditure shall accrue interest thereon, at the rate of eight (8) per cent per annum until paid. No action taken under this paragraph shall relieve Subcontractor's surety, if any, from liability.



SECTION 21: Subcontractor shall promptly make good any defective materials, and workmanship to the satisfaction of contractor, Owner and their authorized representatives. Should Subcontractor refuse or neglect to proceed at once with the correction of rejected or defective materials and workmanship, after receiving written notice to do so, the Contractor shall have the right and power to have the defects remedied or changes made at the expense of Subcontractor, and Subcontractor agrees to pay Contractor on demand any and all loss and expense paid or incurred by Contractor in remedying such defects and making such changes, together with interest thereon at the rate of eight (8) per cent per annum, until paid.

SECTION 22: Subcontractor shall protect its materials and work and shall be liable for all loss and damage of any kind to its materials and work at any time prior to the final completion and acceptance of the project, unless said loss or damage is caused solely by the negligence of Contractor and subject to the provisions of Paragraph 26 hereof as such provisions may apply. Subcontractor shall reimburse Contractor on demand for any breakage or other damage to other work or materials caused by Subcontractor.

SECTION 23: If Subcontractor deems that surfaces or work to which its work is to be applied or affixed is unsatisfactory, or unsuitable, written notification of said condition shall be given to Contractor before proceeding or taking remedial action; otherwise, Subcontractor shall be fully and solely responsible and liable for any and all expense, loss, or damage resulting from said condition and Contractor shall be relieved of all liability in connection therewith.

SECTION 24: Subcontractor shall provide at its own expense, whatever storage sheds, workshops and offices are necessary for the performance of this subcontract, and shall remove same and thoroughly clean the premises at the completion of the work.

SECTION 25: Subcontractor shall clean up and remove from the site as directed by Contractor and Owner, or their authorized representatives, all rubbish and debris resulting from Subcontractor's work. If Subcontractor refuses or fails to perform this cleaning and removing as directed by Contractor, contractor shall have the right and power to proceed with said cleaning and removing, and Subcontractor will on demand repay to Contractor the actual cost of said labor plus a reasonable percentage of such cost to cover supervision, insurance, overhead, etc.

SECTION 26: In the performance of this subcontract, the Subcontractor shall not discriminate against any worker because of race, creed, color, sex, or national origin, nor labor from any other State, possession, or territory of the United States. Subcontractor further agrees to comply with and post forms entitled "Equal Employment Opportunity Pledge" and "Nondiscrimination in Employment".

SECTION 27: Subcontractor shall furnish promptly all samples, lists, drawing, cuts, schedules, etc., required in connection with its work, but approval of same does not relieve Subcontractor of its responsibility of complying with the requirements of the drawing and specifications. All transportation costs on samples and drawings furnished by Subcontractor shall be paid by Subcontractor.

SECTION 28: Subcontractor shall furnish all operation instructions and shall guarantee all work performed herein against defective materials and workmanship for the period of guarantee called for by the General Contract.

SECTION 29: If Subcontractor makes use of Contractor's equipment, Subcontractor shall pay current AED rental rates, or the rates commonly charged in the area where the work is to be performed in the event AED rental rates are not provided, unless otherwise agreed to by the parties in writing.

SECTION 30: If at any time any controversy shall arise between Contractor and Subcontractor with respect to any matter involved in this subcontract which the parties hereto do not promptly adjust and determine or which the parties hereto do not promptly adjust and determine or which Owner or Owner's authorized representative cannot decide to the satisfaction of both parties hereto, then the written orders of Contractor shall be followed and upon completion of the work and before the final settlement and payment is made, said controversy shall, if mutually agreeable to Contractor and Subcontractor, be decided by arbitration; otherwise said controversy shall be decided by Court action in which action the prevailing party shall be entitled to have included in the judgement an award of reasonable attorneys fees incurred in connection with said action.

SECTION 31: Subcontractor shall hold and save Contractor harmless from any liability including costs, expenses and reasonable attorneys fees, for or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this subcontract, including their use by Owner.

SECTION 32: Contractor shall have the right to include as addenda to this subcontract at any time such federal and state laws and regulations, now existing, or which may hereafter be enacted; and which may now be, or which hereafter may become pertinent to the work required under this subcontract. Subcontractor shall be bound by the terms and provisions of such addenda and when required by such federal or state law or regulation shall include, but not be limited to, terms and provisions concerning (1) non-discrimination in employment; (2) eight-hour laws and overtime compensation; (3) payroll records and payrolls; (4) withholding of funds to assure wage payment; (5) notice to the government of labor disputes' (6) Davis-Bacon Act; (7) apprentices; (8) Copeland (Anti-Kickback) Act; and (9) subcontracts - termination.

SECTION 33: This subcontract shall in the event of any dispute over its meaning or application, be interpreted fairly and reasonable and neither more strongly for nor against either party.

SECTION 34: Waiver of any breach hereof shall not constitute a waiver of any subsequent breach of the same of any other provision hereof.

SECTION 35: Subcontractor agrees to make any claims for extension of time or for additional compensation to Contractor in the same manner as provided in the General Contract for like claims with Contractor upon Owner, and in such time as will enable Contractor to present such claims to Owner for payment or recognition; and Contractor will not be liable to Subcontractor on any claim not timely or properly resented, or until allowed by Owner.

SECTION 36: Subcontractor has familiarized himself with the safety program of the Contractor and agrees to adopt said program, insofar as this project is concerned, conducting all the activities, furnishing all the reports and cooperating to the fullest extent with the contractor's safety representative for the project. Subcontractor agrees to bear the expense of conducting the safety program for his own personnel. Should the Subcontractor consistently refuse to correct or prevent abnormally hazardous conditions and/or should his operation be characterized by frequent injuries to workmen, the Contractor may elect, within ten (10) days written notice, to cancel this contract whence subcontractor will immediately remove his men, materials, and equipment from the project.

SECTION 37: Subcontractor is familiar with the provisions of U.S. Department of Transportation - Federal Highway Administration - Bureau of Public Roads Form PR-1273 and with the Contractor's Equal Employment Opportunity Policy. Said policy and attendant program of affirmative action subcontractor agrees to adopt for the project and Subcontractor acknowledges his contractual completely rewritten herein, substituting the term "Subcontractor" for "Contractor" wherever it appears in said form.

SECTION 38: Subcontractor shall not enter into any agreement (present or future), with any professional organization, association or union which will be binding on the Contractor or will restrict in any manner the Contractor's or any other subcontractor's open shop policy. Subcontractor further agrees to hold the Contractor harmless from any loss or damage due to failure of complying with above.

IN WITNESS WHEREOF, The Contractor and Subcontractor have executed this agreement for themselves, their heirs, executors, successors, administrators, and assigns on the 24<sup>th</sup> day of July, 2003.

**HINKLE CONTRACTING CORPORATION**

BY: M. E. Hink

Sworn to before me this 1<sup>st</sup> day of August, 2003.

Susan D. Redmon  
Notary Public, Kentucky State-At-Large

My Commission Expires: 5-30-04

**T.H.E. (THERESA HOWARD EXCAVATING, INC.)**

BY: Theresa D Howard

TITLE: President

Sworn to before me this 24<sup>th</sup> day of July, 2003.

Maria J. Lafortain  
Notary Public

My Commission Expires: 06-05-04

FEDERAL IDENTIFICATION NUMBER: 61-1356894

KENTUCKY IDENTIFICATION NUMBER: 167844

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/22/03

PRODUCER  
CAMBRIDGE INSURANCE  
P.O. Box 4058 2300 Regency Road

Lexington KY 40544-4058  
INSURED Theresa Howard Excavation, Inc.  
2330 Sutton Lane  
Lancaster KY 40444-9505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Grange Mutual Insurance  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	CPP2289464	05/09/03	05/09/04	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP2289464	05/09/03	05/09/04	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				WC STATU- TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
A	<b>OTHER</b> Hired Equipment	CPP2289464	05/09/03	05/09/04	\$5000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Additional Insured: Hinkle Contracting Corporation, P O Box 200, Paris, KY 40362

## CERTIFICATE HOLDER

Hinkle Contracting Corp  
P O Box 200  
Paris, KY 40362

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITE NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Deanna H. Hinkle* <sup>CD#</sup>

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